

## **SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”) **MOLSON COORS BEVERAGE COMPANY USA LLC**, a Delaware limited liability company, located at 250 South Wacker Drive Suite 800, Chicago, Illinois 60606 (“**Sponsor**”).

1. **RECITALS:** The City through Denver Arts and Venues (“**A&V**”) owns and operates certain public entertainment venues, specifically the Quigg Newton Denver Municipal Auditorium “**Ellie Caulkins Opera House**,” the Buell Theatre, Boettcher Concert Hall (sometimes referred to collectively as the “**Denver Performing Arts Complex**”), Red Rocks Amphitheatre & Visitor Center, the Denver Coliseum, Bellco Theatre, and the Colorado Convention Center (collectively, the “**City Venues**”). The City also produces and promotes certain programs and events.

The City has entered into tax exempt Bond and Certificate financing transactions (collectively “**Financings**”) to finance various construction and maintenance projects at the City Venues and, pursuant to the Financings and authorizing ordinances and the tax-exempt status of the Financings, the City Venues are subject to regulation under the Internal Revenue Code and certain uses require review by Bond Counsel. Bond Counsel means the nationally recognized law firm or firms with expertise in public finance delivering their approving opinions with respect to the excludability from gross income for federal income tax purposes of interest on the Financings. The City Attorney’s Office retains a list of approved Bond Counsel.

Sponsor is a beverage company that provides beer and malt beverages and would like to obtain certain sponsorship opportunities in connection with the City Venues.

The City and Sponsor have, therefore, agreed to a sponsorship arrangement in accordance with the following terms and conditions.

2. **AGREEMENT:** By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:

- 2.1. **Term.** The term of this Agreement shall commence as of January 1, 2022 (the “**Effective Date**”), and shall end at 12 o’clock midnight on December 31, 2024 (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.
- 2.2. **Grant of Sponsorship Rights and Benefits.** For each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. Sponsorship rights or benefits not used in one Contract Year will “carry over” or otherwise be available in an ensuing Contract Year.

- 2.3. Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in Exhibit B. The rights fees may not be amended without approval of Bond Counsel.
- 2.4. Additional Consideration by Sponsor. As further consideration for the rights and benefits afforded to Sponsor, Sponsor shall provide to the City the additional consideration specifically set forth in **Exhibit A**. The City may choose not to utilize such in-kind compensation and benefits at its sole discretion. Should the City not utilize such in-kind benefits, it shall have no effect on any other provision of this Agreement. The additional consideration may not be amended without approval of Bond Counsel. Additional consideration not used in one Contract Year will “carry over” or otherwise be available in an ensuing Contract Year.
- 2.5. Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, CO 80202. It is understood that the use of City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax exempt status of the Bonds. This Sponsorship Agreement has been approved by Bond Counsel, attached hereto as **Exhibit C**. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.
- 2.6. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit D** (hereinafter collectively referred to as “Marks”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venues (the “Events”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement,

subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will challenge or assist in a challenge to the validity of the other party's Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.7. Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.
- 2.8. Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein "exclusive" means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for Beer and Malt Beverage Category at City Venues as shown on **Exhibit A**. For the avoidance of doubt, Sponsor's rights do not include alcohol beverage brands designated as hard seltzers. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit E**.

- 2.9. **Independent Status.** It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
- 2.10. **Indemnification.** Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("Aramark"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark ("Damages"), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever ("Claims"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.
- 2.11. **Insurance.**

2.11.1. General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Sponsor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Sponsor. The Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

2.11.2. Proof of Insurance: Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

2.11.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Sponsor and any

subcontractor/consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

- 2.11.4. **Waiver of Subrogation:** For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.11.5. **Subcontractors and Subconsultants:** Sponsor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 2.11.6. **Workers' Compensation/Employer's Liability Insurance:** Sponsor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 2.11.7. **Commercial General Liability:** Sponsor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 2.11.8. **Automobile Liability:** Sponsor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

2.12. **Termination.** The City and Sponsor may terminate this Agreement as follows:

- 2.12.1. If the other party (i.e., the City or Sponsor) commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
- 2.12.2. If the other party (i.e., the City or Sponsor) is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed

under the laws of the United States government or of the several states.

- 2.13. **Effect of Termination.** In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.
- 2.14. **No Agreement to Sell Alcoholic Beverages.** Sponsor will not be serving, selling, and/or sampling Sponsor products. This Agreement is solely for the purchase of sponsorship and advertising rights and nothing contained herein or in the negotiations preceding it shall (i) require the purchase of any beer beverage by any person, including, without limitation, City's customers, concessionaires, and/or retailers, or (ii) prevent, hinder or restrict in any way the rights of any such person to purchase or not purchase any brand of malt beverage which they choose. Sponsor's Statement of Policy attached hereto as **Exhibit G** is incorporated herein by this reference.
- 2.15. **Miscellaneous General Provisions.**
  - 2.15.1. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.
  - 2.15.2. **Assignment.** Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.
  - 2.15.3. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This

Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.

- 2.15.4. **Severability.** Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.
- 2.15.5. **Counterparts.** This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.
- 2.15.6. **Notice.** Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver  
Director, Arts and Venues Division  
1345 Champa Street  
Denver, CO 80204

With a copy to:

City and County of Denver  
Finance Director, Arts and Venues Division  
1345 Champa Street  
Denver, CO 80204

SPONSOR:

Molson Coors Beverage Company, USA LLC  
250 South Wacker Drive Suite 800  
Chicago, Illinois, 60606  
Attn: Head of Partnerships – North America

With a copy to:

Molson Coors Beverage Company USA, LLC  
250 South Wacker Drive Suite 800

Chicago, Illinois, 60606  
Attn: Chief Legal Officer

- 2.15.7. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder. If any Force Majeure affects Sponsor's ability to receive the benefits as set forth hereunder, the City will give written notice to Sponsor, and the City will follow the Make-Goods process as provided in Exhibit A.
- 2.15.8. Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- 2.15.9. Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.15.10. Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.15.11. Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.15.12. Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement

regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.

- 2.15.13. **No Express Or Implied Agency.** This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- 2.15.14. **No Discrimination In Employment.** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 2.15.15. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 2.15.16. **Review Of Records.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Sponsor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Sponsor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Sponsor to make

disclosures in violation of state or federal privacy laws. Sponsor shall at all times comply with D.R.M.C. 20-276.

2.15.17. Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank;  
signature pages follow.]

**Contract Control Number:**

THTRS-202161084-00

**Contractor Name:**

Molson Coors Beverage Company USA LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** THTRS-202161084- 00  
**Contractor Name:** Molson Coors Beverage Company USA LLC

DocuSigned by:  
By:   
Sarah Panaterra  
B4ADE900C708487...

Name: Sarah Panatera  
(please print)

Title: Sr. Category Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit A** **Scope of Sponsorship Benefits**

### **ALL VENUES**

#### **Point of Sale/Menu Board Signage:**

- Sponsor will receive brand exposure, where sponsor product is sold, on both permanent and portable concession locations. Exposure may include name recognition, logo or product description. Point of sale signage will be made available at all Denver Arts & Venues venues to include Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre and the Colorado Convention Center.
  - Signage and messaging must be approved by Denver Arts & Venues.
  - Sponsor responsible for all design, production.

#### **Rights to Marks:**

- Rights to non-exclusive use of Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre and the Colorado Convention, Yoga on the Rocks, and Five Points Jazz Festival name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

### **RED ROCKS ASSETS**

#### **Branding:**

- One (1) logo featured on the aluminum beer cups. Size of logo and artwork to be mutually agreed upon.

#### **Branded Bar:**

- One (1) branded bar within the Red Rocks Visitor's Center (example: The Silver Bullet Bar at Ship Rock Grille). Buildout, design, and branding to be mutually agreed upon.

#### **On-site:**

- One (1) 10'x20' activation footprint at five (5) concerts, mutually agreed upon in writing, during each Contract Year.
- Presenting partner of the Coors Light Tailgate at the Red Rocks Trading Post or other mutually agreed upon title, at a minimum of ten (10) concerts each Contract Year. Sponsor to provide activation staffing and marketing support of the event(s).

#### **Signage:**

- One (1) co-branded, Red Rocks themed or centric slide in the Red Rocks intermission slide show at all public, ticketed events at Red Rocks Amphitheatre.
- One (1) rotating advertisement on the Red Rocks LED screens located within the Visitors Center. Creative to be mutually agreed upon.

#### **Social Media:**

- Four (4) Red Rocks themed or centric social media posts to promote on-site activities and encourage attendee engagement. Messaging will be developed by Sponsor and is subject to approval by Denver Arts & Venues.

#### **Digital:**

- One (1) rotating banner ad on the Red Rocks Amphitheatre home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.
- One (1) rotating banner ad on Red Rocks Amphitheatre interior page(s) throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.
- One (1) logo placement on the Red Rocks app designating Sponsor as “Presenting partner of Mobile Ordering”.

**In-Market Promotion:**

- Sponsor will have the opportunity to host one (1) in-market promotion (example: Pride Night or Pride Month) each Contract Year, promoted through Sponsor and Red Rocks social media channels. Sponsor will purchase additional media to support the promotion in-market. Sponsor will collaborate with Denver Arts & Venues on specific promotion details.
- Sponsor will be present at twenty (20) shows annually to distribute complimentary sample tokens to attendees of legal drinking age. Sponsor will reimburse the venue concessionaire for all sample beverages.
- Sponsor will develop and brew a specialty co-branded beer for sale at Red Rocks and the Denver metro area. Beer flavor profile and style will be mutually agreed upon. Sponsor and DAV will collaborate on packaging design. Sponsor will develop impactful POS for in-store displays in the Denver metro area. Sponsor will donate a mutually agreed upon percentage of case equivalent sales of the specialty co-branded beer in support of Red Rocks trail clean up and restoration. Proceeds of the donation will be made to a mutually agreed upon 501c3 (i.e. Volunteers for Outdoor Colorado). For planning purposes annual donation cap to be mutually agreed upon.
- Sponsor will develop the Road to Red Rocks promotion annually. Sponsor will be responsible for all prizing delivery and hosting the contest. DAV will provide eight (8) tickets, eight (8) commemorative items, a venue tour(s), and eight (8) food and beverage vouchers for winners. Sponsor will be responsible for all design and production of Road to Red Rocks promotional material and POS.

**Hospitality:**

- Four (4) tickets to seventy-five (75) publicly ticketed shows at Red Rocks Amphitheatre.
- Bank of one hundred twenty (120) tickets to be utilized in twenty (20) ticket allocations to six (6) mutually agreed upon shows. Notice to use these must be received by DAV a minimum of one-month prior to the on-sale.
- Four (4) VIP experiences with mutually agreed upon benefits for ten (10) attendees each season.

**ARTS COMPLEX ASSETS**

**Signage (Subject to City's prior written approval):**

- A set of three (3) elevators doors in the Arts Complex Galleria for the entire contract term.
  - Sponsor will wrap the outside of three (3) elevator doors in the Arts Complex Galleria. Creative will be Arts Complex themed or centric and is subject to approval by Denver Arts & Venues.

**Hospitality:**

- Sponsor will receive a bank of fifty (50) tickets to use at mutually agreed upon Arts Complex events of choice each Contract Year. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.

**Digital:**

- One (1) rotating banner ad on the Arts Complex home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

## DENVER COLISEUM ASSETS

### **Branding:**

- One (1) logo featured on the aluminum beer cups. Size of logo and artwork to be mutually agreed upon.

### **Signage:**

- One (1) framed 8' x 12' sponsor-branded concourse sign throughout the term of the agreement. Sponsor is responsible for all design, production, installation and maintenance. All artwork must be pre-approved by DAV.

### **Digital:**

- One (1) rotating banner ad on the Denver Coliseum home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

### **Hospitality:**

- Sponsor will receive a bank of twenty (20) tickets to use at mutually agreed upon Arts Complex events of choice each Contract Year. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.

## FIVE POINTS JAZZ FESTIVAL ASSETS

### **On-Site:**

- Sponsor will name and brand the beer garden at the Five Points Jazz Festival. The Beer Garden will feature signage welcoming festival attendees to the Beer Garden. Location and all branding will be subject to approval by Denver Arts & Venues.

## COLORADO CONVENTION CENTER ASSETS

### **Signage:**

- One (1) annual schedule on the digital marquees outside the Colorado Convention Center and the Denver Performing Arts Complex.

### **Hospitality:**

- Sponsor will receive a bank of twenty (20) tickets to use at mutually agreed upon Belco Theatre events of choice each Contract Year. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.

## MAKE-GOODS

If a local or State health order prevents occupancy and use of the Venues for Events, Sponsor and City will mutually agree on lost value relief, if any, that is due from the City to the Sponsor. Lost value relief will

be delivered as either (i) mutually agreed upon substitute Events, (ii) mutually agreed upon credit towards a future Sponsorship Rights Fee payment, or (iii) if, circumstances giving rise to the lost value occur in the final year of the Term, the parties will mutually agree to an extension of the Term of a sufficient length of time to allow for delivery of substitute Events. Any such lost value relief shall be set forth in an amendment to this Agreement as required by Section 2.15.3 of the Agreement.

## EXHIBIT B

### **Sponsorship Rights Fees and Considerations**

#### Year 1

January 1, 2022 – December 31, 2022

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due within 10 days of Sponsorship Agreement execution

Payment 2: \$250,000 Due August 1, 2022

#### Year 2

January 1, 2023 – December 31, 2023

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due March 1, 2023

Payment 2: \$250,000 Due August 1, 2023

#### Year 3

January 1, 2024 – December 31, 2024

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due March 1, 2024

Payment 2: \$250,000 Due August 1, 2024

#### Additional Consideration

- Sponsor to invest up to \$150,000 in buildout of branded bar in Red Rocks Amphitheatre's Ship Rock Grille or another location to be mutually agreed upon.
- Sponsor to brew, can, and distribute Red Rocks co-branded specialty beer.

Exhibit C  
(To Follow)

## **Martin, Brian L. - CAO CL0357 Assistant City Attorney Senior**

---

**From:** Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>  
**Sent:** Monday, December 6, 2021 11:06 AM  
**To:** Martin, Brian L. - CAO CL0357 Assistant City Attorney Senior  
**Cc:** Heydman, Laurie J. - CAO Asst City Attorney - Sr  
**Subject:** [EXTERNAL] RE: Molson Coors Exclusive Sponsorship Rights

Hello Brian,

Thank you for your email. I hope you are doing well!

I reviewed the draft sponsorship agreement and the two exhibits. The agreement looks good to me from a private business use perspective and will not cause private business use in excess of applicable thresholds.

So that I can properly record the agreement in the private business use spreadsheet that I am starting, would you be able to find out how the \$500,000 might be roughly allocated among each of the A&V entities affected by the agreement? I just need a very rough back of the envelope estimate of how the amount is allocated. Here are all the A&V locations that I know about:

Red Rocks: \$\_\_\_\_\_

Arts Complex (Ellie Caulkins, Buell, Boettcher): \$\_\_\_\_\_

Denver Coliseum: \$\_\_\_\_\_

Bellco Theatre: \$\_\_\_\_\_

Colorado Convention Center: \$\_\_\_\_\_

Five Points Jazz Festival: \$\_\_\_\_\_

McNichols Building: \$\_\_\_\_\_

Total: \$500,000

Thanks!

Matthias

### **Matthias M. Edrich**

Partner

### **Kutak Rock LLP**

1801 California Street, Suite 3000, Denver, CO 80202

[matthias.edrich@kutakrock.com](mailto:matthias.edrich@kutakrock.com)

office: 303.297.2400 direct: 303.292.7887 cell: 720.253.2466

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**From:** Martin, Brian L. - CAO CL0357 Assistant City Attorney Senior <Brian.Martin@denvergov.org>  
**Sent:** Friday, December 3, 2021 10:43 AM  
**To:** Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>  
**Cc:** Heydman, Laurie J. - CAO Asst City Attorney - Sr <Laurie.Heydman@denvergov.org>  
**Subject:** Molson Coors Exclusive Sponsorship Rights

**[ CAUTION - EXTERNAL SENDER ]**

Hi Matthias. You assisted Arts & Venues, and me, with the lease amendment with the Colorado Symphony earlier this year, but I thought I would re-introduce myself w/this email. I hope you have been well.

I am attaching an exclusive sponsorship agreement currently being negotiated with Molson Coors. Please let us know if it is permissible within private activity limits.

Best,  
Brian

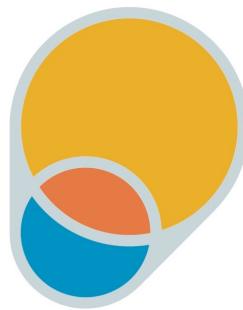
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This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message.

Thank you.

**EXHIBIT D**

**Marks**



**MOLSON  
COORS** beverage  
company

- COLORADO -  
**NATIVE**

®











**C O L O R A D O**  
CONVENTION CENTER



FILM ON  
THE  
ROCKS



# yoga

**ON THE ROCKS**



**EXHIBIT E****ARTS & VENUES DENVER  
VENUE SPONSORSHIP POLICY**

Updated January 21, 2022

The relationships between Arts & Venues Denver (A&V), our event clients and our venue sponsors involve commitments of significant value. While A&V encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines A&V's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact A&V Marketing & Communications Department.

- 1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to A&V Marketing & Communications Department prior to signing an A&V venue booking agreement and at least sixty (60) days prior to the event date. A&V will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing A&V venue sponsorship agreements.
- 2) A&V reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

**SPONSORSHIP CATEGORIES**

- Beer/Malt Beverages
- Hard Seltzer
- Non-Alcoholic Beverages
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Waste and Recycling
- Hotel
- Spirits/Champagne
- Cellular Service
- Grocer

**CURRENT SPONSORS**

- MolsonCoors
- Mark Anthony Brands (White Claw)
- Coca-Cola
- Red Bull
- Eldorado and Dasani
- Stranahan's and Pernod Ricard
- Ste. Michelle Wine Estates
- Alpine Waste
- Origin Hotel (Red Rocks only)
- G.H. Mumm
- Visible
- King Soopers

- 3) If event organizers wish to secure an event sponsor that falls within one of A&V's protected categories listed above, the event organizer will provide first right of refusal to A&V's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by A&V. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of A&V's corporate sponsorship program, the sampling of products that compete with A&V sponsor products will not be allowed at the Venues, unless approved by the A&V Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the A&V on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with A&V sponsor products or to otherwise distribute products that compete with A&V sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above excluding alcoholic beverages. Except as otherwise stated in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from A&V may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

#### A&V Marketing Department Contacts

Brian Kitts  
Director of Marketing & Communications  
[Brian.kitts@denvergov.org](mailto:Brian.kitts@denvergov.org)  
720-865-4229

Or

Andrew Lindley  
Corporate Partnerships Development Manager  
[Andrew.Lindley@denvergov.org](mailto:Andrew.Lindley@denvergov.org)  
720-865-4325

**Exhibit F**  
**(To Follow)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certequest@Marsh.com	<b>CONTACT</b> NAME: ... PHONE (A/C, No, Ext): ... FAX (A/C, No): ... E-MAIL ADDRESS: ...  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : ACE American Insurance Company 22667 INSURER B : Indemnity Insurance Company of North America 43575 INSURER C : ACE Fire Underwriters Insurance Company 20702 INSURER D : National Union Fire Insurance Company of Pittsburgh, 19445 INSURER E : INSURER F :	
<b>INSURED</b> Molson Coors Beverage Company USA LLC 3939 W. Highland Blvd. Milwaukee, WI 53208		

**COVERS****CERTIFICATE NUMBER:**

NYC-011253634-02

**REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY			HDO G72487448	11/01/2021	11/01/2022	EACH OCCURRENCE	\$ 2,000,000	
		CLAIMS-MADE	X	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
								MED EXP (Any one person)	\$ 50,000	
								PERSONAL & ADV INJURY	\$ 2,000,000	
								GENERAL AGGREGATE	\$ 4,000,000	
								PRODUCTS - COMP/OP AGG	\$ 4,000,000	
									\$	
		GEN'L AGGREGATE LIMIT APPLIES PER:								
	X	POLICY	PRO- JECT	LOC						
		OTHER:								
A	AUTOMOBILE LIABILITY				ISAH25544444 (AOS)	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	
A	X	ANY AUTO			ISAH25544481 (CO, PR)	11/01/2021	11/01/2022	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIREd AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
D	X	UMBRELLA LIAB	X	OCCUR	BE 5582322	11/01/2021	11/01/2022	EACH OCCURRENCE	\$ 5,000,000	
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000	
									\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A	WLR C68929180 (CA, MA, AZ)	11/01/2021	11/01/2022	X PER STATUTE	OTHE- R	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				WLR C68929143 (AOS)	11/01/2021	11/01/2022	E.L. EACH ACCIDENT	\$ 1,000,000	
C					SCF C68929222 (WI)	11/01/2021	11/01/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
A	If yes, describe under DESCRIPTION OF OPERATIONS below				WCU C6892926A (OH, WA)	11/01/2021	11/01/2022	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for General Liability, Automobile Liability and Umbrella as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver  
 1345 Champa St.  
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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## EXHIBIT G

### MOLSON COORS BEVERAGE COMPANY STATEMENT OF POLICY

Federal and state alcohol beverage laws generally make it unlawful for an alcohol manufacturer or wholesaler to provide anything of value (including, but not limited to, money, slotting fees, advertising, equipment, fixtures, or other gifts) as an inducement to a retailer licensed to sell alcohol beverages to consumers. With limited exceptions, the provision of any item of value from an alcohol manufacturer or wholesaler to a licensed retailer is considered to be an inducement to carry and sell the manufacturer's or wholesaler's alcohol products in the retailer's establishment -- and is a violation of the law. Examples of licensed retailers may include, but are not limited to, bars, restaurants, liquor stores, and grocery stores.

The law does not distinguish between retailers who carry the manufacturer or wholesaler's alcohol products and retailers who carry alcohol beverages produced by other companies. Additionally, the law also does not distinguish between items of value given directly to the retailer by the alcohol manufacturer or wholesaler, and items of value given indirectly to the retailer through a third party acting on behalf of the alcohol manufacturer or wholesaler.

**THEREFORE, MOLSON COORS PURCHASE OF SERVICES, ADVERTISING, OR SPONSORSHIP, OR PROMOTIONAL RIGHTS FROM AN UNLICENSED ORGANIZATION SHALL NOT BE THE CONDITION OF A LICENSED RETAILER CARRYING MOLSON COORS OR A WHOLESALER'S PRODUCTS.**

Molson Coors decision to purchase services, advertising, or sponsorship or promotional rights from an unlicensed organization is based solely on the value of those services, advertising, or rights. The decision is not the result of any agreement, understanding, or requirement between Molson Coors and the unlicensed organization that a licensed retailer will sell Molson Coors alcohol products as a result of Molson Coors purchase of any service. An unlicensed organization shall not require a licensed retailer to carry Molson Coors or its wholesalers' alcohol products as the result of Molson Coors relationship with the unlicensed organization. Members of an unlicensed organization shall not provide anything of value, including but not limited to money, to a licensed retailer on behalf of Molson Coors or its wholesalers unless such item is permitted by applicable law. All discussions, negotiations, and agreements for the purchase of services, advertising, or rights from an unlicensed organization must be independent of and unrelated to any discussions with a licensed retailer regarding the sale of Molson Coors alcohol products.

Molson Coors is hopeful that all licensed retailers will consider carrying and selling our products. However, in all instances, the licensed retailer shall have full discretion in selecting which, if any, alcohol beverages to sell.